

1 Joshua Glucoft (SBN #301249)  
2 KIRKLAND & ELLIS LLP  
3 2049 Century Park East, Suite 3700  
4 Los Angeles, CA 90067  
5 Tel: (310) 552-4200  
6 Fax: (310) 552-5900  
josh.glucoft@kirkland.com

5  
6 *Counsel for Defendants,*  
7

8  
9 *Meta Platforms, Inc. and Meta Platforms Technologies, LLC*  
10

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

GENTEX CORPORATION and INDIGO  
TECHNOLOGIES, LLC,

Plaintiffs,

THALES VISIONIX, INC.,

Involuntary Plaintiff,

v.

META PLATFORMS, INC. and META  
PLATFORMS TECHNOLOGIES, LLC,

Defendants.

Case No. 4:22-cv-03892-YGR

**DECLARATION OF JOSHUA GLUCOFT  
IN SUPPORT OF INVOLUNTARY  
PLAINTIFF THALES VISIONIX, INC.'S  
ADMINISTRATIVE MOTION TO SEAL  
PORTIONS OF ITS RESPONSE TO  
MOTION TO DISMISS [DKT. 145]**

1 I, Joshua Glucoft, do hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California and am a partner  
3 with the law firm of Kirkland & Ellis LLP, located at 2049 Century Park East, Suite 3700, Los  
4 Angeles, CA 90067. I am counsel for Defendants Meta Platforms, Inc. and Meta Platform  
5 Technologies, LLC (collectively, “Meta” or “Defendants”) in the above-captioned action. I have  
6 personal knowledge of the matters set forth below and if called and sworn as a witness, I could and  
7 would testify competently to the facts set forth herein.

8 2. I make this declaration in support of Involuntary Plaintiff Thales Visionix, Inc.’s  
9 (“Thales”) Administrative Motion to Seal Portions of Its Response to the Joint Motion to Dismiss. I  
10 am familiar with Meta’s treatment of highly proprietary and confidential information based on my  
11 personal experience representing Meta.

12 3. I make this declaration in accordance with Local Rule 7-11(a) and Local Rule 79-5 in  
13 support of Thales Administrative Motion to Seal Portions of Its Response to the Joint Motion to  
14 Dismiss.

15 4. Exhibit A to the Joint Motion to Dismiss is a true and correct copy of the settlement  
16 agreement (the “Agreement”) signed between Plaintiffs and Defendants. Exhibit B to the Joint Motion  
17 to Dismiss is a true and correct copy of the term sheet (the “Term Sheet”) signed between Plaintiffs,  
18 Defendants, and Involuntary Plaintiff Thales Visionix, Inc. (“Thales”).

19 5. The Agreement and Term Sheet reflect confidential business information of  
20 Defendants, including financial terms and details of confidential licensing negotiations. Such details  
21 constitute sensitive business information, not publicly available or publicly disclosed, which  
22 Defendants maintain in the strictest confidence. To make publicly available these details about  
23 Defendants’ licensing activities would cause substantial economic and competitive harm to  
24 Defendants.

25 6. Certain portions of Thales Response to the Joint Motion to Dismiss discuss the terms  
26 of the Agreement and the Term Sheet. These portions also reflect sensitive business information about  
27 Defendants’ licensing practices, disclosure of which would cause substantial economic and

1 competitive harm to Defendants. The narrowly tailored portions of the Response that reflect or contain  
2 these confidential details are highlighted in yellow.

3 7. I declare under penalty of perjury under the laws of the United States of America that  
4 the foregoing is true and correct to the best of my knowledge.

5 Executed this 1st day of February 2024 in Los Angeles, California.  
6

7 /s/ Joshua Glucoft  
8 Joshua Glucoft  
9

10 *Counsel for Defendants,*  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10 *Meta Platforms, Inc. and Meta Platforms  
Technologies, LLC*